

VizPeople general terms of use and license agreement

Viz-People Andrzej Gasior
ul. Gleboka 25/1
43-400 Cieszyn
Owner and managing director: Andrzej Gasior

30th of May 2012

§1 Coverage of General Terms of Use

1.1. Viz-People Andrzej Gasior (the seller) offers its services and products exclusively based on the terms of use laid out in the following. General Terms of Use of the buyer are hereby rejected and will not apply to any purchase from Viz-People Andrzej Gasior. Any deviations from the seller's terms of use will only be binding if the seller acknowledges them and confirms those deviations in writing.

1.2. Information, data and prices on Internet-pages, in ads, brochures, catalogs and other publications are non-binding and subject to change. A contract between the seller and the buyer is only final with a written order confirmation through the seller (e-mail sufficient), or with the start of fulfilling the order (shipment or delivery). By downloading original product or by opening the original product wrapping (removal of shrink-wrap and/or Viz-People Andrzej Gasior seal) the buyer recognizes the license agreement and the terms of use as stated here. Changes or additions will only be recognized and are only valid if the seller confirms them in writing (letter) or electronically.

§2 Prices and Payment Terms

2.1. Depending on the chosen shipping method the purchase price has to be paid in advance or COD. The COD option and payment with check are at the discretion of the Viz-People Andrzej Gasior personnel, and can be denied if deemed necessary. If the buyer defaults on the due payment the seller is entitled to halt and deny all deliveries, from this or other orders by the same buyer.

2.2. Binding delivery dates will only be valid after written (incl. email) request by buyer & confirmation by seller. The delivery time can be extended due to work stoppage (e.g. strike), official regulations (e.g. import/export restrictions) or other events beyond the control of Viz-People Andrzej Gasior. After setting an appropriate extension deadline, the buyer has the right to cancel the order if the seller still does not bring about delivery of the ordered products. Further claims cannot be brought against the seller unless bad intent or gross negligence on part of the seller are proven.

2.3. Regularly all Viz-People Andrzej Gasior products are available for immediate shipment. Should one or more of the ordered product not be available for immediate shipment, or if the product (s) have been discontinued, then the buyer will be informed about this without undue delay.

2.4. Quotes for shipping cost for delivery in any other country can be obtained from our US or Polish office, and are also stated in the Viz-People Andrzej Gasior shopping cart on our website at www.viz-people.com

2.5. Current prices can be obtained from our website. There a price-list function can be found for a number of different countries. If your country is not listed please contact a Viz-People Andrzej Gasior office. With the release of a new price list all previously published price lists are invalid.

§3 Return of products

3.1. The buyer has a return option if the sealed products (shrink-wrap and) are unopened with no damage to shrink wrap/seal. Notice of non-acceptance and mailed return shipment has to be given to Viz-People Andrzej Gasior within 2 weeks of order date.

3.2. The risk (damage, loss) of returning the products lies with the buyer. As far as the delivered goods correspond with product titles ordered, the buyer will pay for the return shipment. The buyer will make sure the products are properly and adequately protected during return shipment.

3.3. The return option apply for Digital Media Files (see definition: §7-1) which are obtained per Download or per Electronic Software Delivery (ESD) only in case where buyer newer downloaded product.

3.4. Individualized or personalized licenses or products are generally excluded from the return option.

§4 Change of Ownership

4.1. The seller remains owner of the products or "Digital Media Files" (see definition: §7-1) until complete and final payment of all open receivables between the seller and the buyer in question. As long as complete and final payment has not been made the buyer does not hold a valid license as described in this document. This license only takes effect after complete and final payment.

§5 Protection of Customer Data

5.1. Viz-People Andrzej Gasior processes customer data solely for the purpose of order fulfillment and for the occasional contact with customers through Viz-People Andrzej Gasior itself. Service companies (e.g. banks) which have to be involved in the order regular processing (e.g. credit card verification) receive customer data only to the extent necessary for completion of the order. Viz-People Andrzej Gasior will never pass on or sell customer data to any third parties. Viz-People Andrzej Gasior treats all customer data highly confidential.

5.2. Customer and Users of Viz-People Andrzej Gasior agree to receive new products information by mail. Receiving of new products informations can be canceled any time by pressing "UnSubscribe" in such message.

§6 Electronic Software Delivery (ESD)

6.1. If the buyer purchases the product or the "Digital Media Files" through Electronic Software Delivery (ESD) the seller will make the product or "Digital Media File" (see definition: §7-1) available for download from its server (copy).

§7 License Agreement

With the removal of the shrink-wrap of a physical Viz-People Andrzej Gasior product (CD-ROM, DVD, or other medium) or with the download of digital media files (for definition see §7-1), you (the buyer) recognize the validity of this agreement. If a buyer enters this agreement in the name/in place of the employer then the coverage of this agreement will extend to both the employee and the employer. If the employment is terminated then the employer can continue to use the product with all the inherent rights and obligations laid out in this agreement.

7.1. Definitions - Digital Media Files are any textures, 3D-models, images, animations, movie-clips, videos, programs, audio-files or other audio/visual digital representations recorded in any format which a buyer properly purchases from Viz-People Andrzej Gasior, or which a user obtains, directly or indirectly, from Viz-People Andrzej Gasior.

7.2. Granting of the License - With the proper purchase and use of the Digital Media File(s) the buyer obtains a nonexclusive license to use and modify the Digital Media File(s) according to the conditions laid out in the following paragraphs.

7.3. License - The Digital Media File(s) can be used license-free (without additional fees), and - except for below mentioned exceptions- without limitations in: animations, illustrations/renderings, film/ video, TV, multimedia, commercials, live-performances, Internet, presentations, product- or print jobs (DVD, computer games, entertainment- and training videos, music videos, etc.). The usage limitations are the following: Digital Media File(s) may NOT be:

A. separately published, marketed, distributed, transferred, sold or sublicensed in full or in excerpts (any part thereof).

B. published, marketed, distributed, transferred, sold or sublicensed as part of a rendering, animation, software application, data or any other product from which any original Digital Media File, or any part thereof, or any substantially similar version of the original Digital Media File can be separately exported, extracted, or decompiled into any redistributable form or format.

C. published, marketed, distributed, transferred, sold or sublicensed as "clip art" or the like, including but not limited to animations or still images that are sublicensed or otherwise distributed by a stock photography or stock animation agency, or in any other manner in which the primary source of value derived from publishing, marketing, distributing, transferring, selling or sublicensing the image (or Digital Media File) is that it is accessible in a manner similar to "clip art."

7.4. Single-user License - The Digital Media File(s) may only be modified or used in unmodified form, on one computer at any one time. You may not rent, lease, lend, sell or sublicense the Digital Media File(s) to another person, company or other entity. Anything you produce using the Digital Media File(s) must be for your own use, or for the use of your employer, client or customer, who must be the end-user of your work.

7.5. Special License - Please note that special licensing is available from Viz-People Andrzej Gasior in order to obtain additional rights (beyond the rights outlined above).

7.6. Special Limitations - The Digital Media File(s) may not under any circumstances be used in or in conjunction with pornographic, defamatory, obscene, fraudulent, libelous, infringing, immoral, or illegal material. The buyer and/or user have the sole & full responsibility for all

legal consequences of any such use.

7.7. Copyright - All Digital Media Files are copyright Viz-People Andrzej Gasior or its licensors and are protected by European Union copyright laws, international treaty provisions and other applicable laws. No title or intellectual property right in the Digital Media File(s) is transferred to the buyer. Viz-People Andrzej Gasior retains all rights not expressly granted to the buyer by this license agreement.

7.8. Liability - Viz-People Andrzej Gasior is not liable for specific, direct, indirect, consequential, punitive (fines/penalties), or incidental damages, (incl. but not limited to damages through the loss of profit, business interruption, loss of business data, or any other monetary loss) which result from the successful or failed use of the Digital Media File(s). Licensor's entire liability and the buyer's exclusive remedy shall be no more than the amount paid for the particular Digital Media File(s).

7.9 Breach of Contract - The buyer/user agrees to indemnify, defend and hold Viz-People Andrzej Gasior our affiliates, business partners, officers, directors, employees and agents harmless from any loss, damages, claim or liability of any kind arising from :

A) the use of the Digital Media File(s) in any form,
B) any breach of the terms and conditions of this agreement, or
C) the buyer's/user's negligent act, omission or willful misconduct. All license rights granted pursuant to this agreement shall automatically terminate upon the breach of this agreement.

7.10. Warranty - Viz-People Andrzej Gasior warrants The Digital Media File(s) to be free from defects in material and workmanship for 90 days from delivery. Your sole and exclusive remedy for a breach of this warranty is the replacement of The Digital Media File(s) or applicable media. Refunding the purchase price is only an option for Viz-People Andrzej Gasior. Viz-People Andrzej Gasior MAKES NO OTHER WARRANTIES OR REPRESENTATIONS WITH REGARD TO THE DIGITAL MEDIA FILE(S) AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT ARE HEREBY DISCLAIMED.

7.11. Amendments - Viz-People Andrzej Gasior reserves the right to amend or change this agreement at any time.

7.12. Enforceability - If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of the agreement, which shall remain valid and enforceable according to its terms.

§8 Website term of use

8.1 Person who created an account/registered on website www.viz-people.com become an user of this website and agree to following:

A) User agree to add his personal data he provide in registration form to Viz-People Andrzej Gasior database on conditions from §5.
B) User gets access to website "Free Stuff" section.

Viz-People Andrzej Gasior
Adress: ul. Gleboka 25/1, 43-400 Cieszyn – POLAND
Phone: +48 510416641